

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

CHRISTINE GIEGERICH, *et al.*

Plaintiffs,

v.

WATERSHED LLC, *et al.*

Defendants.

Civil Action No.: 1:15-cv-01728-BPG

ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT AND
DISMISSING THE CASE WITH PREJUDICE


Plaintiffs Sunday Alexander, Justin Beaver, Marquise Blake, Christopher Carino, Brian Cieslak, Bryan Connor, Kateryna Davis, Katheryn Dunn, Rebecca Frost, Christine Giegerich, Michael Gliniecki, Diane Horn, Jason Jackson, Rebecca Kärten, Christopher Lewis, Alton Lind, Hunter Lucas, Micah Martin, Sarah McAdams, Laura McDivitt, Madeline McDonough, Kiwana McKoy, James Padham, Demetrius Randall, Trevor Reece, Timothy Riesmeyer, Anthony Salas, Jeffrey Schultz, Wesley Scribner, Fiona Sergeant, Zachary Smith, Siba Soropogui, Amelia Steinman, Jaquin Turnage, Joshua Vecchiolla, Amanda Welsh, Sage Winn and Guetwende Yatieogo (hereinafter, "Plaintiffs") and Defendants Artifact, LLC, Farmhouse Diner and Oystershed, LLC, Foodshed, LLC, Parts & Labor LLC, Watershed, LLC, David S. Gjerde, Amy Gjerde and Corey Polyoka (hereinafter, "Defendants"), the Court hereby GRANTS the Motion and approves the settlement between Plaintiffs and Defendants (hereinafter, collectively referred to as "the Parties") based on the following findings:

1. The Parties have provided the Court with sufficient information to conclude that Plaintiffs have been afforded complete relief on their respective Fair Labor Standards Act ("FLSA")

claims for unpaid wages and overtime. Complete relief renders a case moot, as recently recognized in *Genesis Healthcare Corp. v. Symcyk*, 133 S.Ct. 1523 (2013). *See also Simmons v. United Mortgage and Loan Investment, LLC*, 634 F.3d 754 (4th Cir. 2011).

2. In addition, the settlement agreement represents a fair and reasonable resolution of a *bona fide* dispute under the FLSA according to the factors that have been cited in other actions before the District Court. *See Saman v. LBDP, Inc.*, 2013 2949047, at * 3 (D.Md. June 13, 2013).
3. The Court finds that the settlement agreement was the product of arms' length negotiations between Counsel for the Parties, who are experienced in the field of FLSA litigation.
4. The attorneys' fees and costs to be paid under the settlement agreement are separately stated and Counsel have provided sufficient information to permit the Court to conclude that the fees and costs represent payments for amounts actually incurred at a reasonable hourly rate. The amount for fees and costs bear a reasonable relationship to the amount being paid to Plaintiffs under the Agreement.

WHEREFORE, the Court hereby Orders that the Joint Motion be and is hereby GRANTED, the Settlement is APPROVED, and this case is DISMISSED WITH PREJUDICE.

 12/9/16
The Honorable Beth P. Gesner
United States Magistrate Judge